Page 1 of 3

**Electronically Recorded** 

Tarrant County Texas

,1/27/2011 11:48 AM

D211023086

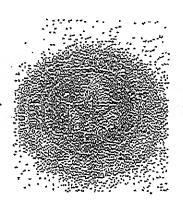
Official Public Records

Mary Louise Garcia

PGS 3

\$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE

effect pursuant to the provisions hereof.

Electronically Recorded

FAID UP OIL AND GAS LEASE Chesapeake Operating, Inc.
(No Surface Use) Melissa
THIS LEASE AGREEMENT is made this day of another, 2011, by and between Beasley, and wife Beasley whose address is Coto & Sunner Drive, North Collect HUG 7X 701872, as Lessor, and CHESAPEAKE EXPLORATION.  Were prepared by the party hereinabove named as Lessee, but all other provisions (pollution the control of this lease).  All printed portions of this lease
1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described
ACRES OF LAND, MORE OR LESS, BEING BILL 14 Lot 64 , OUT OF THE North Park Estates, AN ADDITION TO THE CITY OF North Park Estates, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 388-117 , PAGE 61 OF THE PLAT RECORDS OF TARRANT COUNTY, EXAS.
in the county of TARRANT, State of TEXAS, containing gross acres, more or less (including any interests therein which Lessor may hereafter acquire

by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. 2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be <u>Twenty Five Percent</u> (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty Five Percent (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee; (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs

at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lesser's here closed, deliver to Lessee a proper recordable instrumt naming another institution, as despository agent to receive payments.

5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries premanently of the provisions of Paragraph 3 or the action of any governmental authority, then in the event lisease is not otherwise being maintained in force but lesses contained to pay safet compeliation or operations on such dry hole the lasses in our otherwise being maintained in force but Lessee is the engaged in drilling, revorting or any other of the primary term, or at any time thereafter, this lesse is not otherwise being maintained in force but Lessee is then engaged in drilling, revorting or any other operations reactions along the restore production in their force but Lessee is then engaged in drilling, revorting or any other operations are accounted to the primary term, or at any time thereafter, this lesses shall remain in forces to pass or other substances covered hereby, as long thereafter as the production of them 30 consecutive days, and fary such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as the production of them 30 consecutive days, and fary such operations result in the production of a well capable of producing in paying quantities hereunder, long the producing the producing in a producing days and the producing the producing the producing and producing the producing the producing the producing quantities hereunder, long the producing producing the produ

The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days

## Page 3 of 3

after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in requirements contained in Lessee's usual form of division order. In the event of the deapository designated above. If a sary time two or more persons are entitled to shut-in revallates hereunder, Lessee may pay or tender such shut-in revallates out to the proportion of the interest themselved or all obligations threater satisfy with respect to the transferred interest, and failure of the transferre to satisfy such obligations with respect to the transferred interest and a long the proportion of the area covered between Lessee and the registered by this lesse, the obligation to pay the proportion of the area covered between Lessee and the registered by this lesse, the obligation to pay the area covered between Lessee and the transferred interests in all or any portion of the area covered between Lessee or all the divided interests in all or any portion of the area covered between Lessee or any decision or any decision to read the throughout the area covered between Lessee or the lessee of the lesses and the form and the divided interest in all covered by this lesse or any decision or any decision

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without dures or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor made in the negotiation of this lease that Lessor would get the highest price or different terms depending on acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE) Signature: Brandon C. Busly
Printed Name: Brandon C. Busly ACKNOWLEDGMENT STATE OF Texas COUNTY OF Tarrant This instrument was acknowledged before me on the Notary Public, State of Texas Notary's name (printed): KELLER HARBUCK Notary Public, State of Texas My Commission Expires March 11, 2014 ACKNOWLEDGMENT STATE OF Texas COUNTY OF Tarrant Court This instrument was acknowledged before me on the Notary Public, State of Texa KELLER HARBUCK
Notary Public, State of Texas
My Commission Expires
March 11, 2014 ORPORATE ACKNOWLEDGMENT STATE OF COUNTY OF ne on the \_\_\_\_\_ day of \_\_\_\_\_ \_corporation, on behalf of said corporation. 2011, by This instrument was acknowledged before me on the

> Notary Public, State of Texas Notary's name (printed): Notary's commission expire